RAILROAD, LLC 800 WEST BROAD STREET, SUITE 333 FALLS CHURCH, VIRGINIA 22046

PHONE: 703.356.8800

June 26, 2017

Ms. Carly Aubrey Senior Planner Planning Division, Development Services 300 West Park Avenue Suite 300 West Falls Church, VA 22046

RE: Railroad Cottages Special Exception Application

Railroad, LLC c/o Robert Young 1000 block of Railroad Avenue (RPC #s 52-102-030, 52-102-031, 52-102-032) MUNIS # 2017-0220

Dear Carly,

Please find the Railroad Cottages responses below, inserted into the original staff comments pertaining to the second submission for the Special Exception Application for the proposed Railroad Cottages development.

We appreciate your assistance in this matter and stand ready to respond to any further questions or comments you or other staff may have.

Sincerely

Robert A. Young Managing Member

Planning

Planning/Development Review - Carly Aubrey, Senior Planner, 703-248-5106

Special Exception Requirements (Sec. 48-90)

1. Submit draft condominium/homeowner association and/or covenant documents pertaining to age restrictions and maintenance of common areas and landscaped areas.

Response: A draft declaration of condominium is provided as Attachment A.

2. The following comments are for the Voluntary Concessions dated May 3, 2017. Future meetings with City management are anticipated to further refine and finalize the voluntary concessions.

Response: Revised voluntary concessions were submitted on June 14, 2017.

a. The Railroad Cottages By-Right Comparison and the "Condo Docs and deed restriction..." sheet submitted on May 5, 2017, indicates that no permanent resident may be under the age of 18 and that restriction would be included in the VCs, yet there is no reference to that in the VCs.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

b. The term "first site plan" is included throughout the VCs. It is unclear what this means.

Response: This was an error. All such terms are now just "site plan."

c. I.F. Architectural Guidelines VC – references "quality of the architectural elevation document titled 'Railroad Cottages Owner Options' dated April 19, 2017". This document does not include building materials, such as cementitious siding, which is an important feature of the building design of this project.

Response: See Attachment B for these specifications.

d. I.L. Screening for Trash/Recycling Storage VC - references Sheet P-0401 which shows a trash/recycle concrete pad measuring 15' x 6', yet the trash pick-up specifics sheet provided on May 5, 2017, indicates two enclosures, each approximately 11' x 7'.

Response: See Attachment C for elevations for each of the two enclosures, one for the trash and one for the recycling. The base of each will be pervious pavers.

e. III.B. Railroad Avenue Improvements VC - (1) references an asphalt cul-desac/turnaround. Please refer to comments from NOVA Parks regarding the treatment of this area.

Response: Per NOVA Parks requirements, change has been made to a 12 ft. wide street with the rest of the current cul-de-sac change to grasspave. See sheet P-0403 of the updated CDP (Attachment G).

f. III.B. Railroad Avenue Improvements VC – (3) references grass pavers would be installed along south side of Railroad Avenue on the northern edge of the project site. Is this a requirement for emergency access purposes?

Response: No, grass pavers would be installed for possible off-street parking if our waiver request is approved by the City Council. See Attachment D.

3. Additional information will be required, and future meetings are anticipated, in regards to improvement and maintenance agreements, and parking enforcement agreements, for the proposed grasspave and turnaround areas along Railroad Avenue, both within and outside the City of Falls Church.

Response: Acknowledged.

Site Plan Requirements (Sec. 48-241)

4. It was indicated in the Railroad LLC Response to City of Falls Church First Comments, dated April 2017, that solar panels will be used along entire roof of the carport to obtain at least 561 square feet of bonus building coverage. Please update the Note under Coverage Calculations to reflect this element on Sheet P-0401 of the CDP and pending site plan.

Response: Acknowledged. Please see note as requested on P-0401 of the updated CDP (Attachment G).

5. Two private permeable parking spaces are indicated next to the common house and within the front yard buffer. Vehicle parking is not permitted within required landscape buffers [Sec. 48-241(a)(14)a] unless a modification is requested and granted from the City Council [Sec. 48-241(a)(17)]. Additionally, these spaces are within the fire-truck auto-turn path as indicated on Sheet P-0403.

Response: These parking spaces have been removed.

6. The 2nd submission shows an 8-foot wide strip of grasspave between the driveway and two private parking spaces that was not shown in the 1st submission. Please provide an explanation as to why it's needed or proposed. It does not appear to be needed for emergency access.

Response: This strip of grasspave will be installed only if a waiver for parking within this area is approved. Our waiver request is provided as Attachment D.

7. Please indicate on CDP the reason waivers are requested for the front and side yard buffers along the northern edge of the property.

Response: Requested change made to Sheet P-0402 of the updated CDP (Attachment G).

8. The trash/recycle concrete pad on CDP Sheet P-0401 measures 15' x 6', yet the trash pick-up specifics sheet provided on May 5, 2017, indicates two enclosures, each approximately 11' x 7'. Please update the CDP to reflect what is being proposed, including dimensions and materials that are durable and provide adequate screening.

Response: Requested change made to Sheet P-0401 of the updated CDP (Attachment G) and further detail provided in Attachment C.

9. Include in the CDP, the extent of proposed 6 foot grasspave area along entirety of Railroad Avenue, not just across from the subject site; and indicate locations of existing trees/shrubs within and adjacent to the grasspave area.

Response: Requested change included on P-0403 of the updated CDP (Attachment G).

Site Plan Requirements (Ch. 48, Article V, Division 7)

10. All comments from the March 31, 2017 staff comment letter regarding site plan requirements are still valid and will be evaluated upon submittal of a site plan.

Response: Acknowledged.

<u>Transportation Planning</u> – Kerri Oddenino, Planner, 703-248-5477

- 1. See memorandum, dated June 2, 2017 for comments and further details (Enclosure 1).
- 2. Conceptual Development Plan

a. Walkway: Is the walkway flush with the ground, or raised? The plan sheets noted that the walkway is made of wood. How will the walkway function during inclement weather?

Response: Walkway is raised enough to provide no -step access to all residents across uneven topography. The composite board walkway will be shoveled by snow removal contractor.

b. Lighting: The comment response states lighting details will be provided on the site plan. Clarify whether or not these details have been provided

Response: Lighting information will be provided on the site plan when it is submitted. The site plan has not been submitted at this time.

- 3. Transportation Demand Management and Parking Management Plan
 - a. The below elements align with the City's Transportation Goals and should be maintained.
 - i. Information kiosk in the community house

Response: We will provide brochures and an information board.

ii. Digital carpool board

Response: Not applicable

iii. On-site transportation coordinator

Response: Yes, per the Condo Association Bylaws the Association Vice President will serve as transportation coordinator.

iv. Unbundled parking, parking tags issued by condo board

Response: Yes, parking tags will be issued.

v. Shared bicycles provided

Response: Yes, shared bicycles will be available.

vi. Bike cage provided

Response: Yes, bike storage will be available for the shared bicycles.

- b. Please provide additional clarification about the below elements.
 - i. Golf Cart: Will wooden path be able to withstand the weight of the golf cart? Could path be widened to allow people on foot and people in golf cart to use the path at the same time?

Response: No longer applicable- no golf cart will be in use.

ii. Bike Cage: Where will the bike cage be located? Will bike cage be weatherproof? Please note the location of the bike cage on the plan sheet. Please provide a detail sheet with dimensions of the cage and the type of bicycle parking to be provided within. How many bicycles will the cage accommodate?

Response: Bike cage will be located in the front of the property as identified on the updated CDP (Attachment G). It will be weatherproof. See Attachment E for detail sheet. Two (2) enclosures will accommodate four (4) bicycles total.

iii. Shared Bicycles: Will shared bicycles be parked in the bicycle cage?

Response: Yes, shared bicycles will be parked in the bicycle cage.

iv. On-site Transportation Coordinator: Provide information about transportation options to Cottages residents at time of move-in. Provide information about car-share, vanpool, transit

service schedules, local bike routes, overview of bicycle sharing program, bicycle parking facilities, golf cart sharing.

Response: Agreed. Links to information will be provided on the community's website. Please see Attachment F, the revised Transportation Demand Management Plan (TDM).

v. Annual Survey: Add annual survey of transportation usage

Response: Agreed. Please see Attachment F, the revised Transportation Demand Management Plan (TDM).

vi. Adaptive Management: Add adaptive management check-in every 3-4 years with City Staff for updates on transportation options and information.

Response: Agreed. Please see Attachment F, the revised Transportation Demand Management Plan (TDM).

- 4. Voluntary Concessions
 - a. Item #5 in the Proposed Voluntary Concessions commits to the implementation of the W&OD Park Plan for the adjacent sector of the W&OD Trail. This is consistent with the City's W&OD Park Master Plan and should be maintained.

Response: At this time, NOVA Parks staff does not want some of the improvements proposed. A meeting with NOVA Parks staff, CFC Staff and applicant is being scheduled.

Zoning

John Boyle, Zoning Administrator, 703-248-5126

- 1. See memorandum dated May 18, 2017 for comments and further details (Enclosure 2).
- 2. Staff understands that certain details of this application are likely to evolve before final application, such as specific house dimensions. With that aside, this plan for a cottage housing development along Railroad Avenue largely satisfies the provisions of Chapter 48, and any issues that remain under discussion can be resolved by the applicant working with staff.

Lastly, staff notes that Sec. 48-241(b) allows the City Council to modify the requirements of Sec. 241 in order to enable the development to meet the criteria of that section. This is an authority separate and apart from that of a variance application to the Board of Zoning Appeals. The Planning Commission is encouraged to make recommendations for modifications by Council that it feels will help the development meet the criteria. In particular, modifications and specific site plan stipulations that (1) minimize impact on abutting properties and (2) assist in site compliance in the years to come will be very helpful to staff and the residents as occupation and use of the site begins. There is great value as future reference in having specific statements of intent accompany the site plan approval conditions, and these should be made part of the approved site plan.

Response: All items acknowledged.

3. Comments—Change setback along western property line from 10' to 15'. (Car port and parking spaces can remain as proposed)

Response: Agreed. Change is included on Sheet P-0401 of the updated CDP (Attachment G).

Department of Public Works

- 1. See memorandum dated June 2, 2017 for comments and further details (Enclosure 3). Stormwater (Jason Widstrom, 703-248-5026)
 - 2. The City is in receipt of the request for an exemption to the Resource Protection Area. The Department of Public Works will issue a finding under a separate letter.

Response: We understand that the RPA designation is in error. In any event, it is understood that City staff intend to grant the requested exemption.

3. Additional survey is needed for the proposed improvements along Railroad Avenue.

Response: The survey is in process.

4. VC - The culvert under Railroad Avenue will need to be replaced/modified to account for the wider street.

Response: This design is in process.

5. VC – Strike the purchase of off-site nutrients. The City would like to see the offset done here because the increase will count against the City for Chesapeake Bay TMDL compliance.

Response: Per meeting with Mr. Widstrom and Director Mike Whitman, applicant will purchase off-site credits and reimburse the City for \$8,400 in additional costs to the City.

6. VC – The City is working with the developer and adjacent properties to set aside easements for new stormwater improvements. If these easements are granted by all property owners the City would ask the developer to install portions of these improvements as part of this project.

Response: Adjoining property owner has declined to provide easements. As a result, that VC is withdrawn.

Solid Waste & Recycling (Chris McGough, 703-248-5456)

7. The plans for this development do not align with the City's residential curbside solid waste service delivery in which each household is provided a 35- or 65-gallon trash and recycling cart for curbside collection. The plans indicate that only a few of the homes have curbside access with many quite far from the proposed enclosure. The existence of a dumpster enclosure and the General Responsibilities of the Condominium Association (II, B) to provide trash and recycling removal including special assistance to residents who may not physically be able to haul waste indicate that this property's solid waste should be managed with a custom, multi-family solution.

Response: Since this is a single-family project and neighbors do not want a dumpster used, we have opted to use City trash collection. Further, we believe that the association being responsible for putting the trash at the curb will eliminate any issues.

- i. References: #5 on page 13.
- 8. II Condominium Association, B. General Responsibilities: please add "recycling" after trash in the 1st sentence.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

<u>Transportation Engineering</u> (Stephanie Rogers, 703-248-5459)

9. The Conceptual Plan and Voluntary Concessions need to show clearly that the developer will construct all improvements necessary to accommodate a wider street, including grading of the area between the trail and the street and any structure installation, relocation or removal to make the area safe for all road users.

Response: Acknowledged. Details will be provided when the site plan is submitted.

10 Voluntary Concession III.A should state that details related to the bicycle racks shall be provided to the City of Falls Church without specifying a department. Both Public Works and Development Services will have an interest in this information.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

11. Voluntary Concession III.B should state that said improvements shall be installed prior to the issuance of the 1st Certificate of Occupancy, not the 10th residential occupancy permit.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

12. Voluntary Concession III.B needs to make it clear that the entire existing width of Railroad Ave which borders the site will be milled and resurfaced.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

13. Voluntary Concession III.D should specify that the parking areas and driveways shall be maintained by the Association.

Response: This update is included in the June 14, 2017, version of the Voluntary Concessions.

<u>Urban Forestry</u> (Kate Reich, 703-248-5183)

14. An inventory of existing trees and a detailed planting plan will be required in the Site Plan. We will expect the final Site Plan to continue to show spaces for planting trees throughout the interior of the project (not just in the buffer), and the use of as many large-scale shade trees as possible, along with smaller-scale trees and large shrubs where there isn't room for larger trees.

Response: Acknowledged.

15. The 10' wide landscaped buffer (20' wide along Railroad Avenue) shown on the Conceptual Landscape Plan drawing meets City Code requirements to screen this project from the street and adjacent residences. The numbers of trees and shrubs shown in the project's buffers differ from specific City Code requirements, but will screen the site at least as well as the City requirements would.

Response: Acknowledged.

16. The landscape for the cottage housing site as shown on the Conceptual Landscape Plan drawing meets the required residential development canopy cover standard of 20% canopy cover within 10 years (10,885 square feet of canopy cover credits for this site). The final Site Plan landscaping will also need to meet this standard.

Response: Acknowledged.

17. The Site Plan's landscape plan (existing tree inventory and planting plan) will need to include the entire length of Railroad Avenue where it will be widened, in addition to the cottage site's own landscape (see comment below).

Response: Acknowledged. The requested information will be included in the Site Plan when submitted.

18. Voluntary Concessions III.B and VI.B: Replacement of trees and shrubs on W&OD property that will be damaged or destroyed by widening Railroad Avenue needs to be negotiated between the developer and NOVA Parks, and be specifically called out in the Voluntary Concessions.

Response: Acknowledged. Applicant is awaiting a meeting with NOVA Parks.

19. Voluntary Concession IV.B (Landscape Plan) is acceptable.

Response: Acknowledged.

Health & Human Services

Nancy Williams, Director, 703-248-5191

Dana Lewis, Housing Program Analyst, 703-248-5170

- 1. See memorandum, dated May 16, 2017 for comments and further details (Enclosure 4).
- 2. Per the Affordable Housing Policy "in general, a requirement of six per cent (6%) minimum of new units based on by right development will be provided as ADUs in each new multifamily housing development. ... When the City determines that a financial contribution in lieu of new units is in its best interest for meeting Affordable Housing targets, negotiators will ensure the City receives a cash contribution that reflects the fair market value of the units." Although the Policy refers to "multifamily housing" the intent of the Policy was to be applicable to all new housing developments in the City.

City Code Chapter 48 Zoning, Sec. 48-90 Special Exception (d)(2) c. states that "the resulting development provides community benefits, such as affordable housing, as it is described in article VII of this chapter."

In this case, since only 10 units will be constructed, we recommend a cash contribution to the Affordable Housing Fund. The calculation is based on the difference between a market rate unit and the allowable current sales price of a homeownership ADU unit.

Proposed market sales price: \$750,000 ADU sales price: \$190,450 Difference: \$559,550 Value to City of one ADU: \$559,550

6% of 10 units = .6 of a unit .6 X \$559,550 = \$335,730

We therefore recommend a cash contribution to the Affordable Housing Fund of \$335,730 rather than the proposal of \$10,000 made by the developer.

Response: Since the Affordable Housing Code does not apply to residential projects such as this one, applicant has declined the large contribution and has included the \$10,000 contribution in its VCs. Note also that the last communication from the Housing Office indicated support for the project and no request for any contribution.

Fairfax Water

Ross Stilling, P.E., Chief, Site Plan Review, 703-289-6385

Gregory Prelewicz, P.E., Manager, Planning Department

- 1. See memorandum dated May 12, 2017 for comments and further details (Enclosure 5).
- 2. The property can be served by Fairfax Water.
- 3. Domestic water service is available at the site from an existing 4-inch water main in Railroad Ave. See the enclosed water system map. However, this existing main may not provide adequate service to the proposed development, depending on site-specific design criteria such as the number of fixtures, length of pipe installation and type of buildings.
- 4. The nearest existing hydrant is located at the intersection of Fowler Street and Railroad Avenue, about 600 feet west of the property. Additional hydrants (if needed) will require a minimum of a 6-inch water main.
- 5. The modeled fire flow (Q20) at the existing hydrant in Fowler Street is 2,100 gallons per minute (gpm). The modeled fire flow for a simulated hydrant at the end of the existing 6" water main in Railroad Avenue, about 85 feet west of the proposed development is 725 gpm. The modeled fire flow for a new hydrant in Railroad Avenue at the proposed development is 650 gpm, assuming the existing 4-inch main is replaced with a 6-inch main.
- 6. Based upon the configuration of proposed on-site water mains, additional water main extensions may be necessary to satisfy fire flow requirements and accommodate water quality concerns. This could include provisions for a water main under the W&OD trail to connect to the existing water distribution system to the north along Gordon Road.
- 7. Any water system infrastructure improvements required to provide adequate domestic water service or fire protection to the site, or to address potential water quality concerns are the responsibility of the developer.

Response: Applicant proposes replacing the existing 4" pipe with 6" to the hydrant. Our engineer confirmed that initial calculations reflect that the proposed project needs can be met with no additional water main extensions and that no water main under the W & OD trail will be necessary.

NOVA Parks

Todd Hafner, Director of Planning and Development, 703-359-4606

1. See memo dated May 26, 2017 for comments and further details (Enclosure 6).

Response: Acknowledged.

Index of Attachments:

Attachment A Declaration of Condominium Draft

Attachment B1-3 Structure Elevations with Materials Call-outs

Attachment C1-2 Trash Enclosure Details
Attachment D Request for Parking Waiver

Attachment E Details of Bicycle Storage Lockers

Attachment F Transportation Demand Management Plan
Attachment G Updated Conceptual Development Plan

Prepared by

and Return to: Walsh, Colucci, Lubeley

& Walsh, P.C.

2200 Clarendon Blvd., Suite 1300

Arlington, VA 22201

DECLARATION

OF

RAILROAD COTTAGES CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended (the "Condominium Act"), RAILROAD, LLC, a Virginia limited liability company, (the "Declarant"), the fee simple owner of the land more particularly described in *Exhibit* "A" attached hereto located in the City of Falls Church, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto (the "Condominium Property"), to the provisions of the Condominium Act and hereby creates with respect to the Condominium Property, an expandable, residential condominium.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest in the Common Elements of the Condominium as a tenant in common with the other Unit Owners.

- I. <u>DEFINITIONS</u>: Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.
- II. <u>NAME OF THE CONDOMINIUM</u>: The condominium established hereby shall be known as Railroad Cottages Condominium (the "Condominium").
- III. <u>LOCATION OF BUILDINGS AND UNITS</u>: The location and dimensions of the buildings on the Submitted Land are shown on the "Plats" attached as **Exhibit "D"** hereto. The locations of the Units/buildings are shown on the "Plans" attached as **Exhibit "E"** hereto.

IV. **UNIT BOUNDARIES**: The boundaries of each Unit are as follows:

- (a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:
- (1) Upper Boundary: The horizontal plane of the uppermost surface of the roof of the Unit, including the roof covering and any overhangs.
- (2) Lower Boundary: The horizontal plane of the bottom surface of the first floor joists forming the top of the crawl space of the Unit.
 - (b) Vertical (perimetric) Boundaries: The vertical boundaries of each Unit are the vertical planes which include the exterior surface of the siding and trim bounding the Unit, extended to intersections with each other and with the upper and lower boundaries, including all windows and doors which serve the Unit.
 - (c) Inclusions and Exclusions of Unit: Included as a part of each Unit are: (1) front entrance door to the Unit; (2) interior ceilings and floor coverings; (3) air-conditioning and heating components serving only that Unit, whether located within the designated boundaries of such Unit or not; (4) crawl space for the Unit, including any equipment located therein; (5) any stairwells which are for the exclusive use of one Unit; and (6) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving more than one Unit but less than all of the Units shall be Limited Common Elements appurtenant to such Units, and any portions thereof serving more than one Unit shall be General Common Elements.
 - (d) Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws, attached as **Exhibit "C"** hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

V. **COMMON ELEMENTS:**

(a) <u>General Common Elements</u>. The General Common Elements as shown on the Plat and Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include, but are not limited to the following:

- (1) The land within the Condominium Property;
- (2) The air space around and above the Condominium;
- (3) All foundations, columns, girders, beams and supports within the Condominium not included as parts of Units or Limited Common Elements;
- (4) Any roofs and roof structures not included as parts of the Units or Limited Common Elements.
- (5) The entirety of the "Common House", including the exterior of such building and anything contained therein or thereunder, including any appliances, MEP equipment, fixtures, flooring and furniture;
- (6) Portions of the utility systems serving the General Common Elements or all of the Units;
- (7) Any mechanical and maintenance rooms not included as parts of Units or Limited Common Elements;
- (8) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, subsurface drainage systems, power, light, telephone, gas, sewer, heating, air conditioning and plumbing systems located in and/or serving only the buildings and not indicated as parts of Units or Limited Common Elements;
- (9) Except as otherwise set forth herein, all apparatus and installations existing or hereinafter constructed in a building or on the Condominium Property for common use, the maintenance or safety of the Condominium;
- (10) Any underground storm water management facility within the Condominium Property which serves the Condominium;
- (11) All walkways, planter walls, and retaining walls located within the Condominium Property; and
- (12) Any areas designated as such on the Plats and Plans attached as Exhibit "D" and Exhibit "E" hereto.

The Common Elements of the Condominium shall be substantially complete before the conveyance of the first Unit.

(b) <u>Limited Common Elements</u>. The Limited Common Elements are those parts of the Common Elements which are Limited Common Elements within the meaning of Section 55-79.50(e) of the Condominium Act or as so designated on the Plats

and Plans and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Units and their Owners.

Limited Common Elements in the Condominium include any backyards immediately adjacent to the rear of each Unit and any porches, patios and decks appurtenant to each Unit, all as designated as such on the Plats and Plans.

(c) Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated General Common Elements to a Unit Owner(s) at no charge or to establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof (which charge shall be deemed an additional assessment payable in accordance with Article VI, Section 2(e) of the Bylaws). The General Common Elements or portions thereof so designated, shall be referred to as Reserved General Common Elements. Such designation by the Board of Directors shall not be construed as a sale or disposition of the General Common Elements.

The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, subject to the provisions of the Bylaws.

- VI. <u>THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS</u>: Each Unit Owner will also own an interest in all of the Common Elements of the Condominium (i.e., its Common Element Interest) based on equality. If the Condominium is expanded by the creation of additional Units, or if the Condominium is contracted by withdrawing any of the withdrawable land, the Common Element Interests of all Units will be recalculated on the basis of equality. <u>The Common Element Interest Schedule for the Submitted Land, attached hereto as Exhibit "B"</u>, is a list of all Units, their identifying numbers and Common Element Interest appurtenant to each Unit determined on the basis of equality.
- VII. <u>ASSIGNMENT OF LIMITED COMMON ELEMENTS</u>: The Declarant reserves the right to unilaterally sell and assign any Common Elements shown on the Plats and Plans and labeled "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as a Limited Common Element pursuant to the provisions of Section 55-79.57(C) of the Condominium Act, by making such an assignment in the Deed to the Unit to which such designated Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.
- VIII. <u>OPTION TO EXPAND CONDOMINIUM</u>: Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to expand this Page 4

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Condominium pursuant to Section 55-79.63 of the Condominium Act and subject to the provisions of this Article. All improvements to be added to the Condominium shall be substantially completed before such property is added to the Condominium.

- (a) The option to expand shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the Bylaws).
- (b) This option to expand the Condominium shall expire ten (10) years after the date of recording of this Declaration if not sooner exercised; however, Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records of Arlington County, Virginia, an executed and notarized document terminating this option.
- (c) The metes and bounds description of that property which may be added to this Condominium is set forth in **Exhibit "A-1"** and hereinafter referred to as "Additional Land".
- (d) Declarant expressly reserves the right, with the express written consent of the fee simple owner of such land, to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation, provided, however, that the Additional Land shall not exceed the total area of all that land described in **Exhibit** "A-1" attached hereto. Both the Submitted Land and Additional Land are graphically depicted on **Exhibit** "D" entitled "Plats", which Plats are attached hereto and made a part hereof. Nothing in this Article VIII shall be construed so as to preclude any other party that has acquired fee simple title to any portion of the Additional Land which has not been acquired in fee simple by the Declarant, from establishing a separate condominium regime over such property.
- (e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed nine (9) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed ten (10) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed ten (10) Units or ten (10) Units per acre.
- (f) Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.
- (g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land.

- (h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant, be restricted exclusively to residential use.
- (i) Upon the Additional Land, Declarant may (but shall not be obligated to) construct facilities for the purpose of serving this Condominium as may be expanded by the Additional Land or portions of the Additional Land which Declarant may retain for rental. Declarant reserves the right to construct such service facilities on such portion or portions of the Additional Land as it deems necessary, but Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.
- (j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the Submitted Land but need not be the same materials or style.
- (k) The allocation of Common Element Interests and common expense liabilities for Units created on the Additional Land shall be based upon equality.
- (I) In the event Declarant shall not add or adds and then subsequently withdraws, all or any portion of the Additional Land in accordance with Sections 55-79.54(c) and 55-79.54(d) of the Code of Virginia, as amended, Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate, without restriction, and for any legal purpose, any improvements located on said Additional Land or any portion thereof.
- (m) In the event Declarant determines to exercise its option to expand, in addition to such other easements or rights it may have reserved, Declarant shall have the easements as set forth in Section 55-79.65 of the Code of Virginia, as amended.
- IX. <u>CONTRACTION OF THE CONDOMINIUM.</u> Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to contract this Condominium pursuant to Sections 55-79.54(d) and 55-79.64 of the Condominium Act and subject to the provisions of this Section.
- (a) The option to contract shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the Bylaws).
- (b) This option to contract the Condominium shall expire ten (10) years after the date of recording of this Declaration if not sooner exercised; Declarant, however, may, at any time prior to the expiration of such period, terminate its option to contract by recording among the land records of Arlington County, Virginia, an executed and notarized document terminating this option.

- (c) Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Land at any time, at different times, in any order, without limitation, provided, however, that the Withdrawable Land shall not exceed the total area of all that land described in **Exhibit "A-2"** attached hereto.
- X. <u>PARKING</u>: Except for parking spaces which may be assigned or reserved pursuant to Articles V or VII hereof, and subject to such parking or other easements which may exist in favor of Declarant, or others, any parking spaces designated as such on the Plats and Plans shall be used by visitors subject to rules and regulations of the Unit Owners Association, on a first-come, first-served basis, except as the Board of Directors may otherwise determine, and the Association shall enforce such limitations.

XI. **EASEMENTS AND OTHER ENCUMBRANCES, ETC.:**

Section 1. <u>Easements, Rights-of-Way of Record:</u>

The Submitted Land is subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the instrument number references wherein said easements and rights-of-way were imposed are shown on the Plats attached as **Exhibit "D"** hereto.

Section 2. <u>Easement for Ingress and Egress through Common Elements</u> and Access to Units:

- (a) Each Unit Owner is hereby granted an easement in common with the other Unit Owners for ingress and egress through the General Common Elements, subject to rules, regulations and restrictions established by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. To the extent reasonable or if emergency means of vehicular or pedestrian ingress and egress are not otherwise available through the General Common Elements, the Limited Common Elements shall be subject to an easement for the benefit of the Unit Owners for vehicular or pedestrian ingress and egress to and from their respective Units within the Condominium.
- (b) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until seven years after the date this Declaration is recorded, such entry shall be permitted to perform warranty related work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

Section 3. <u>Declarant's Right to Grant Easements:</u>

The Declarant shall have the right, until seven years after the date this Declaration is recorded, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for ingress/egress access to recreation areas for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. Such easements may be granted for the benefit of the Additional Land.

Section 4. <u>Easement for Operation or Development of Improvements on Additional Land</u>:

There is reserved to the Declarant, and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation, maintenance and use of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the development, construction and operation of improvements located or to be located on any portion of the Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

Section 5. Easement to Facilitate Sales:

All Units owned by the Declarant shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of the Condominium Act. The Declarant reserves the right to use any Unit owned or leased by the Declarant, as models, management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on any part of the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted Land or Additional Land, including parking spaces and Common Elements, for models, sales offices, management offices, construction offices, customer services and similar purposes. The Declarant shall have the right to reserve parking spaces for sales purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 6. Easements for Encroachments:

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of the Condominium Act.

Section 7. <u>Easement to Facilitate Expansion:</u>

Declarant shall have all easements set forth in Section 55-79.65 of the Condominium Act as to the Submitted Land.

Section 8. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of obsolete items in the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration. This easement does not allow the Declarant to remove any land or any item in the Units or Common Elements except for repair or replacement.

Section 9. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

Section 10. Additional Land Ingress and Egress: The Declarant, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land or any Unit in the Condominium, hereby reserves, a perpetual, alienable and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium or the Additional Land for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Land, whether or not the Condominium is expanded to include any portion of the Additional Land, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Land for the

purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Additional Land.

Section 11. Voluntary Concessions

The Condominium is subject to the Voluntary Concessions, Community Benefits, Term and Conditions for Railroad Cottages dated May 3, 2017, as amended, for the benefit of the community around the Railroad Cottages Condominium and the City in connection with . [UPDATE]

XII. Fair Housing Act Requirements

- Section 1. Occupancy Restrictions. The Property is intended to provide housing for occupancy by at least one person 55 years of age or older per Unit. The Property shall be operated as an age restricted community in compliance with all applicable state and federal laws, to the extent required by the Fair Housing Act, 42 U.S.C. Sec. 3601, et seq., and the Virginia Fair Housing Law, Va. Code Ann. § 36-96.7, et seq., as such laws are amended from time to time, including, but not limited to, amendments to the Fair Housing Act contained within the Housing for Older Persons Act of 1995 (collectively, the "Fair Housing Acts"). Notwithstanding anything to the contrary contained in this Declaration or elsewhere, the provisions of this Article may be enforced by the Board of Directors by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder. In accordance with The Fair Housing Acts, the following restrictions on ownership, use and occupancy are hereby imposed on the Owners and Units:
- (a) Each inhabited Unit on the Property shall be occupied by at least one person 55 years of age or older (a "Qualifying Person"), subject to the permitted exceptions specifically set forth in this Section. Each person shall provide the Association with reasonable evidence of proof of age. With respect to occupancy of the Units, the following conditions and exceptions apply:
 - (i) At least 80% of the inhabited Units must be occupied at all times by at least one Qualifying Person (the "80% Rule").
 - (ii) All other occupants must reside with a Qualifying Person and must be at least 18 years of age. Notwithstanding anything to the contrary, a person may be permitted to reside in a Unit that is not occupied by a

Qualifying Person if: (a) such person is providing assistance in "Activities of Daily Living" and/or medical assistance to a Qualifying Person or other occupants, and (b) such person is at least 19 years of age, and (c) such occupancy does not violate the 80% Rule.

- (iii) Guests under the age of 19 are permitted to reside overnight in a Unit for a period of time not to exceed 30 days total for each such guest in any calendar year.
- (iv) If title to any Lot or Unit shall become vested in any person under the age of 55 by reason of descent, distribution, foreclosure or operation of law, the age restriction covenant shall not work a forfeiture or reversion of title, but rather, such person thus taking title shall not be permitted to reside in such Lot or Unit until he shall have attained the age of 55 or otherwise satisfies the requirements as set forth above. Notwithstanding the foregoing, an occupant who becomes the surviving spouse of a deceased Qualifying Person, or who becomes the separated spouse or divorcee of a Qualifying Person that no longer occupies a Unit, may retain occupancy of such Unit, provided such occupancy does not violate the 80% Rule.
- (b) The above-described use restrictions shall be enforced by the Board of Directors and may be amended by the Board of Directors from time to time (without the necessity for approval of, or a vote by, the Members) in accordance with applicable local and state regulations governing age restricted housing and the Fair Housing Act so long as the substantive intent as set forth herein is maintained. For enforcement of these restrictions, the Board of Directors shall be entitled to any remedies available at law or in equity, including the right of injunction. The costs of any such enforcement action (including attorney's fees) shall be deemed as an additional assessment, recoverable pursuant to the procedures set forth in Article 4.
- (c) Each Owner or occupant, if requested to do so by the Board of Directors, shall furnish the Board of Directors with the names and ages of all occupants of the Unit and such affidavits and other documents as the Board of Directors may request to verify the age of such occupants. The Board of Directors shall be entitled to compile and gather information in any reasonable manner, including surveys and certificates to be completed by Owners and occupants. Surveys that gather information on the ages of unit occupants, and the names of occupants, are deemed reasonable and useful for obtaining information. Drivers licenses, passport, immigration cards, military identification cards, birth certificates and any other government document that shows a date of birth are also considered reasonable and reliable documentation of the age of an occupant. A signed certification by any member of a household 19 years of age or older stating that at least one occupant of the unit is over 55 years of age and that the other occupant (if

any) are no less than 19 years of age can also be considered reliable documentation of the ages of the unit residents. The Board of Directors may adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board of Directors in order to demonstrate intent to maintain the status of the Property as housing for older persons under the Fair Housing Acts.

- (d) The term "occupancy," or any variation thereof, shall mean staying overnight in a particular Unit for more than 30 days in a consecutive 12-month period.
- The requirements contained in this Article are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations issued thereunder. Notwithstanding anything contained herein to the contrary, all Owners acknowledge and agree that although it is the intent of the Developer that the Property is to be operated in compliance with the Fair Housing Acts, which exempt "housing for older persons" from the prohibitions against discrimination because of familial status, no representation or warranty is made that the Property complies or will comply with the Fair Housing Acts, and if for any reason the Property is deemed not in compliance with the Fair Housing Acts and, therefore, not exempt from the prohibitions against discrimination because of familial status, neither the Developer nor the Association nor their respective directors, officers, agents or employees shall have any liability in connection therewith. Notwithstanding any other provision of this Declaration to the contrary, the Developer, during the Development Period, and thereafter the Board of Directors, may amend the provision of this Article from time to time to the extent that it deems it necessary or appropriate, without the approval of the Members, in accordance with applicable local and state regulations governing age restricted housing and the Federal Fair Housing Act so long as the substantive intent as set forth herein is maintained.
- (f) No Owner may permit occupancy of a Unit in violation of this Article. Owners shall be responsible for (a) including a statement that the Units are intended for the housing of persons 55 years of age or older, as set forth hereinabove, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Unit, which leases, agreements or contracts shall be in writing and signed by tenant or purchaser, and (b) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease of a Unit shall provide that failure to comply with the requirements and restrictions of this Article shall constitute a default under the lease.
- XIII. <u>RIGHT TO LEASE OR SELL UNITS</u>: Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant.

- XIV. **PRIORITY OF MORTGAGES**: Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgagees.
- XV. <u>NO OBLIGATIONS:</u> Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to build or provide any buildings except to the extent required by the Condominium Act.
- XVI. <u>BYLAWS OF THE CONDOMINIUM</u>: Pursuant to Section 55-79.73A of the Condominium Act, the Bylaws attached as **Exhibit "C"** to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners (the "Unit Owners Association").
- XVII. <u>SPECIAL DECLARANT RIGHTS, ETC.</u>: Special Declarant rights shall be those specified in Section 55-79.41 of the Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74:3 of the Condominium Act.
- XVIII. <u>AMENDMENT TO DECLARATION</u>: No material amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the Bylaws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments or by Section 55-79.71 of the Condominium Act.
- XIX. <u>MERGER OF CONDOMINIUM</u>: The Condominium Instruments may not be amended or merged with a successor condominium without prior written approval of the Veterans Administration, should any Units in the Condominium have mortgages insured by the Veterans Administration.
- XX. <u>COPIES OF DOCUMENTS</u>: The Unit Owners Association shall be required to make available to prospective purchasers of Units, current copies of this Declaration, Bylaws, any rules and regulations promulgated by the Unit Owners Association and the most recent audited financial statement.
- XXI. <u>SEVERABILITY</u>: If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of the Condominium Instruments; and the remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provisions or by its severance.

XXII. <u>VETERANS ADMINISTRATION (VA) REQUIREMENTS</u>:

Section 1. Notwithstanding anything contained herein or in the Bylaws to the contrary, material amendments or extraordinary actions, as defined in Chapter 16 of the VA Lender's Handbook, to this Declaration or the Bylaws must be approved by Owners entitled to cast at least 67 percent of the votes of Owners present, in person or by proxy, and voting at any meeting of the Association held in accordance with subparagraph (a) below, such vote including at least a majority of the votes of all Owners present, in person or by proxy, and voting at any meeting of the Association other than the Declarant, or 67 percent of the total authorized votes of all Owners of the Association, such vote including the vote of a majority of all of the Owners other than the Declarant. Notwithstanding the foregoing, the Declarant hereby reserves the right, without the approvals of the Owners, to make changes or revisions to comply with the requirements of HUD, Fannie Mae, Freddie Mac or VA.

(a) Any material amendments which change the rights of any specific class of Owners must also be approved by Owners entitled to cast at least 51 percent of the votes of all Owners of such class present, in person or by proxy, and voting at any meeting of the Association held in accordance with the provisions of the Bylaws, or at least 51 percent of the total authorized votes of all Owners of such class.

Section 2. Notwithstanding anything contained herein or in the Bylaws to the contrary, any of the following material amendments and extraordinary actions as defined in Chapter 16 of the VA Lender's Handbook, must be approved by Owners entitled to cast at least 67 percent of the total authorized votes of all Owners of the Association, including at least a majority of the total authorized votes entitled to be cast by Owners other than the Declarant:

- (1) termination of this Declaration or other termination of the planned development.
- (2) dissolution of the Association except pursuant to a consolidation or merger; and
- (3) conveyance of all Common Elements.

Section 3. Notwithstanding anything contained herein or in the Bylaws to the contrary, during the Declarant Control Period, all material amendments and extraordinary actions as defined in Chapter 16 of the VA Lender's Handbook, must have the approval of VA, if VA has guaranteed any loans secured by Units in the Condominium.

Section 4. Notwithstanding anything contained herein or in the Bylaws to the contrary, any other amendments (other than material amendments or extraordinary actions) must be approved by at least a majority of the votes entitled to be cast by all

Owners present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present, or in writing by members entitled to cast at least a majority of the total authorized votes of all Owners of the Association.

Section 5. Department of Veterans Affairs Financing: No provision set forth in this Declaration and/or Bylaws that is inconsistent with the requirement(s) of the guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), shall apply to any Unit that is:

- (i) encumbered by DVA Financing or;
- (ii) owned by the Department of Veterans Affairs.

	the Declarant has caused this Declaration to be
executed in its name this day of	, 201
	RAILROAD, LLC, a Virginia limited liability
	company
	By:
	name:
	Title:
STATE OF	
COUNTY OF	_, to-wit:
The foregoing instrument wa	as acknowledged before me this day of
	, of Railroad, LLC, on
behalf of said company.	
	Notary Public
My Commission Expires:	
My Notary Registration No:	

EXHIBIT "A" TO BYLAWS

MAINTENANCE RESPONSIBILITIES CHART RAILROAD COTTAGE CONDOMINIUM

	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
1.	Landscaping of any General Common Element grounds, including grass cutting and grass cutting of Limited Common Element backyards if a fence is not installed around the perimeter of a backyard by a Unit Owner.	Unit Owners Association	Unit Owners as a Common Expense
2.	Repair, maintenance, replacement and snow plowing of private driveways and parking spaces.	Unit Owners Association	Unit Owners as a Common Expense
3.	Repair, maintenance, replacement and snow plowing of private sidewalks within the Condominium.	Unit Owners Association	Unit Owners as a Common Expense
4.	Repair, maintenance and replacement of building exterior, roof, vertical walls, foundations, foundation plantings (not installed by the individual Unit Owner), gutters downspouts, common vestibules, lead walks and stoops, including snow removal therefrom	Unit Owners Association	Unit Owners as a Common Expense
5.	Painting of shutters and exterior of Unit entry doors (if the entry door not painted by the Unit Owner in accordance with the Bylaws) and portions of door and door frames which are exterior.	Unit Owners Association	Unit Owners as a Common Expense

{A0767289.DOC / 1 Maintenance Chart v3 008995 000006}

Maintenance Responsibilities Chart Page 2

	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
6.	Major maintenance, repair and replacement of the Unit entry doors (including door hardware).	Unit Owners Association	Unit Owners as a Common Expense
7.	Routine repair and maintenance of the Unit entry doors (including door hardware).	Individual Unit Owner	Individual Unit Owner
8.	Major maintenance, repair and replacement of Limited Common Elements, including parking spaces, the physical structure of carports, and any patios of Units.	Unit Owners Association	Unit Owners as a Common Expense
9.	Cleaning, sweeping and snow removal of Limited Common Elements, including parking spaces, carports, and any patios of Units. Maintenance and repair of Limited Common Element backyards and any fence surrounding such Limited Common Element backyard, including grass cutting, in the event a fence is installed around the backyard. Maintenance and replacement of foundation plantings if such plantings are installed by a Unit Owner	Owner of the Unit to which such Limited Common Element is appurtenant	Owner of the Unit to which such Limited Common Element is appurtenant
10.	Repair and replacement of Unit windows, frames and screens.	Unit Owners Association	Unit Owners as a Common Expense
11.	Cleaning of Unit windows, frames and screens.	Individual Unit Owner	Individual Unit Owner

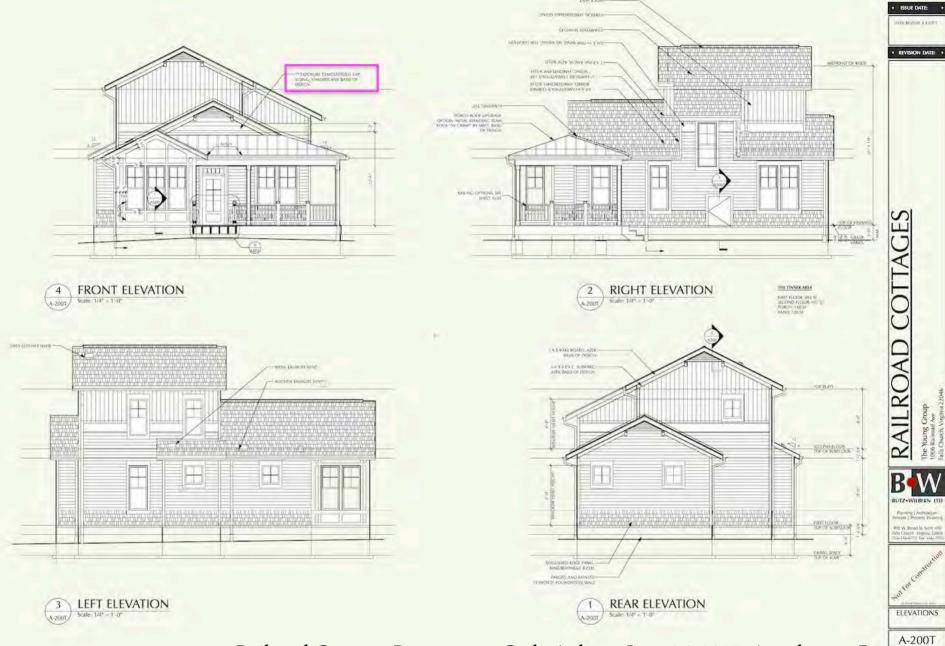
	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
12.	Repair, replacement and maintenance of heating and cooling systems and components thereof serving only Common Elements or more than one Unit, including the Common House.	Unit Owners Association	Unit Owners as a Common Expense
13.	Repair, replacement and maintenance of heating and cooling systems and components thereof exclusively serving one Unit.	Individual Unit Owner exclusively served	Individual Unit Owner exclusively served
14.	Repair, replacement and maintenance of plumbing and related systems, fixtures and components thereof, including any sprinkler systems, serving only Common Elements or more than one Unit, including the Common House.	Unit Owners Association	Unit Owners as a Common Expense
15.	Repair, replacement and maintenance of plumbing and related systems and components thereof, including sprinkler systems, exclusively serving one Unit and located within the boundaries of the Unit.	Individual Unit Owner exclusively served	Individual Unit Owner exclusively served
16.	Repair, replacement and maintenance of plumbing and related systems and components thereof, including sprinkler systems, exclusively serving one Unit but located outside of the boundaries of that Unit.	Unit Owners Association	Individual Unit Owner exclusively served
17.	Repair, replacement and maintenance of electrical and related systems and components thereof, including fixtures, and household appliances, serving only Common Elements or more than one Unit, including the Common House.	Unit Owners Association	Unit Owners as a Common Expense

Maintenance Responsibilities Chart Page 4

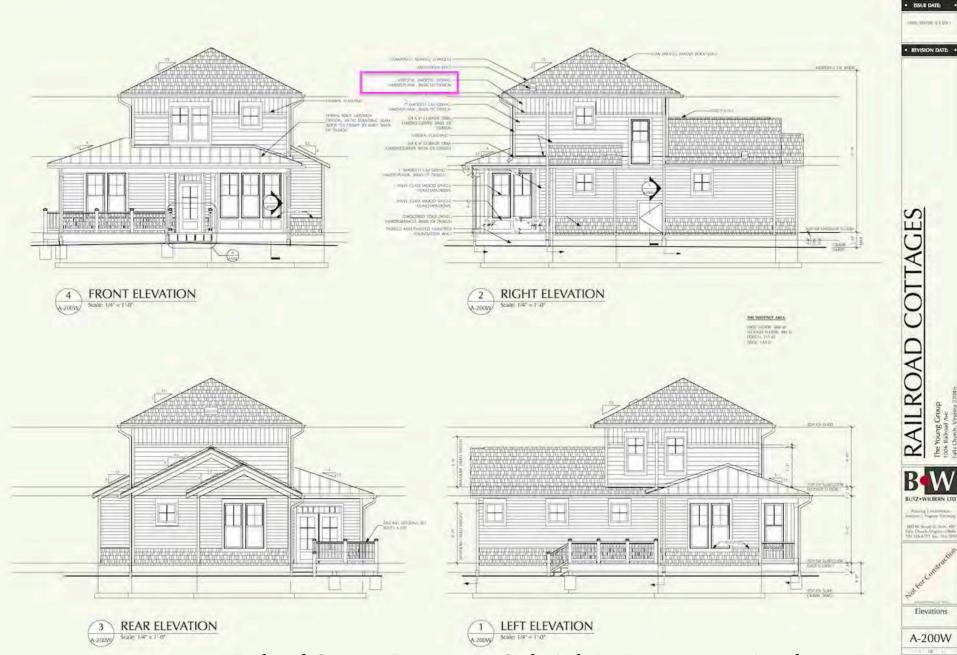
	ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
18.	Repair, replacement and maintenance of electrical and related systems and components thereof, including fixtures, exclusively serving one Unit and located within the boundaries thereof.	Individual Unit Owner exclusively served	Individual Unit Owner exclusively served
19.	Repair, replacement and maintenance of electrical and related systems and components thereof, including fixtures, exclusively serving one Unit but located outside of the boundaries thereof.	Unit Owners Association	Individual Unit Owner exclusively served
20.	Exterminating within individual Units.	Individual Unit Owner	Individual Unit Owner
21.	Exterminating exterior of buildings and foundation.	Unit Owners Association	Unit Owners as a Common Expense
22.	Maintenance, repair and replacement of interior of Unit.	Individual Unit Owner	Individual Unit Owner
23.	Maintenance, repair and replacement of interior of Common House, including appliances and furniture located therein.	Unit Owners Association	Unit Owners as a Common Expense.



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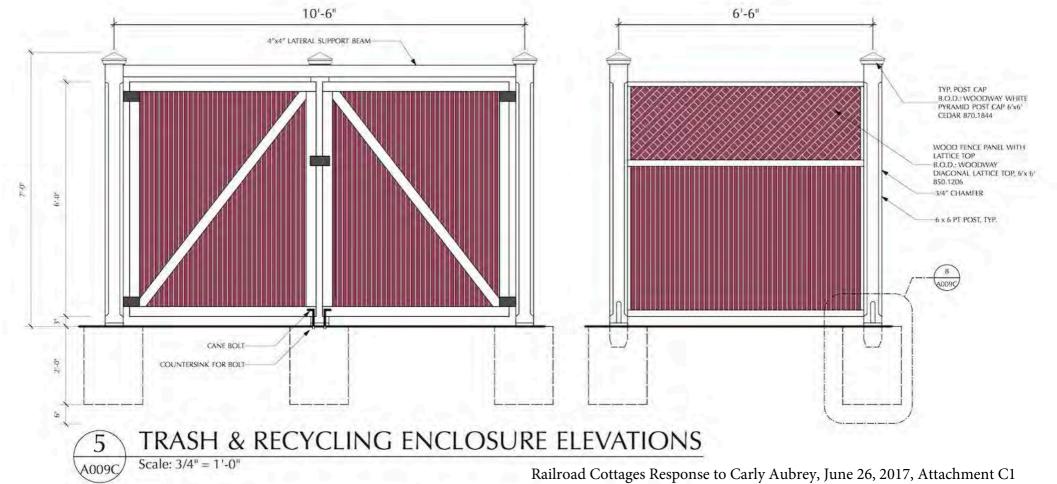


Railroad Cottages Response to Carly Aubrey, June 26, 2017 Attachment B2



Railroad Cottages Response to Carly Aubrey, June 26, 2017 Attachment B3

• 16054 •





RAILROAD, LLC ** 800 WEST BROAD STREET, SUITE 333 FALLS CHURCH, VIRGINIA 22046 PHONE: 703.356.8800

June 26, 2017

Ms. Carly Aubrey Senior Planner Planning Division, Development Services 300 West Park Avenue Suite 300 West Falls Church, VA 22046

RE: Railroad Cottages Special Exception Application

Railroad, LLC c/o Robert Young 1000 block of Railroad Avenue (RPC #s 52-102-030, 52-102-031, 52-102-032) MUNIS # 2017-0220

Dear Carly,

Please consider this letter our formal application for a waiver to permit parking in the front set-back of the above referenced project. As you know, such a waiver may be granted under the recently-adopted Cottage Zoning Code.

We believe this waiver should be granted since:

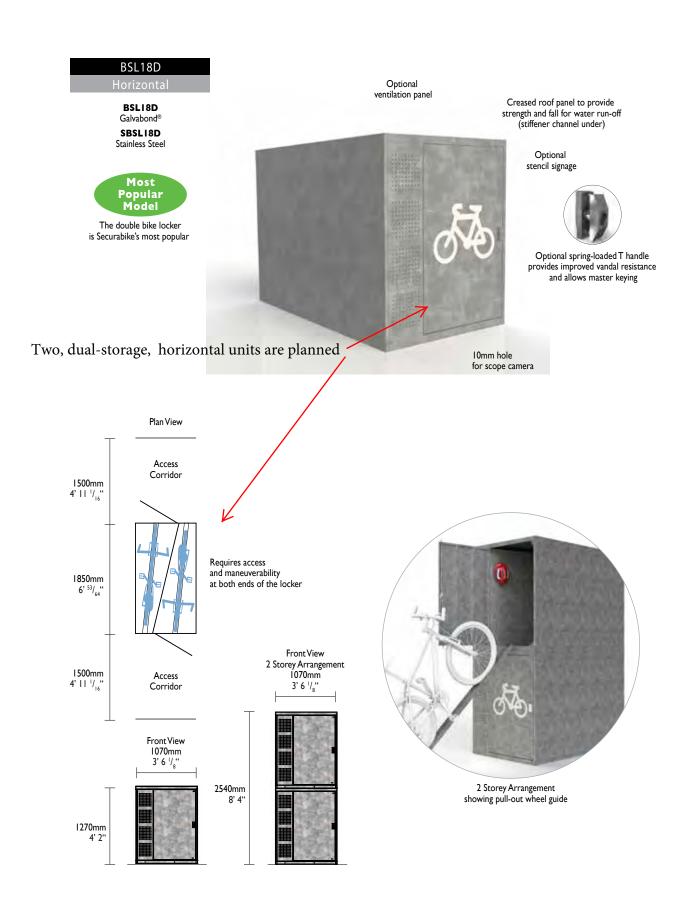
- 1. Neighbors have expressed concern regarding the adequacy of the parking provided even though the proposed parking spaces meet the requirements of the recently-adopted Code.
- 2. The proposed six (6) parallel spaces will be along the Railroad Avenue frontage of the site and will be grasspave so as not to negatively impact the landscaping.
- 3. The spaces will be used only for "overflow" parking.

Please let me know if there are any questions to which I may respond.

Sincerek

Robert A. Young Managing Member

Product Range > Lockers



Material Specifications (General)

I.6mm Galvabond® sheet / powder coated in a range of colours Reinforced door & roof stiffeners, wheel rail, pull-out channel on 2 storey lockers Clothes / helmet hooks, 3-way locking, security camera access Material Inclusions



Attachment F

Railroad Avenue Cottage Housing Transportation Demand Management and Parking Management Plan

Purpose

The City's Comprehensive Plan establishes a vision of providing a transportation network that offers choices in travel modes. The Plan also includes a strategy of meeting increased travel demand within, form, and through the City via non-automobile modes. To that end, the City expects redevelopment activity to use Transportation Demand Management (TDM) and Parking Management Techniques that provide a range of transportation options and reduce the reliance on automobiles.

Goals

This combined TDM and Parking Management Plan is designed to achieve the following goals:

- 1. Provide travel options that allow residents to "age in place", which means "the ability to live in one's own home and community safely, independently, and comfortable, regardless of age, income, or ability level"
- 2. Demonstrate that the number of parking spaces provide is consistent with City code and accommodates travel demand

Plan Flexibility

This combined TDM and Parking Management Plan recognizes that travel behavior may change over time. For that reason, this combined plan uses a strategy of adaptive management – monitoring performance and updating the strategies applied as necessary to achieve the stated goals. The success of this TDM and Parking Management Plan will be reviewed periodically and updated as needed to deliver on the goals listed above.

Plan

The table below summarizes the plan elements. The specific elements are described in more detail below the table. The table is broken into four categories:

- 1. Site Design, Infrastructure, and Options. These options will be provided when the project is opened for operation.
- 2. Promotion, Education, and Incentives. These options will be provided while the project is in operation.
- Monitoring and Enforcement. These techniques will be used to measure performance of the implemented strategies, ensure compliance, and assess whether the strategies applied are meeting the goals of the plan.

4. Adaptive Management. These additional techniques will be used is the implemented strategies are not sufficient to meet the goals of the plan. Note that this list is not exhaustive. Other strategies as needed will be used to be the performance goals.

Table 1: TDM and Parking Management Plan Elements

Site Design,	Possible shared electric car provided for carpooling
Infrastructure,	Bike cage provided
and Options	 Shared bicycles provided
Promotion, Education, and Incentives	 Information kiosk in the community house with information on transit options, bike routes, and walking routes; as well as contact information for Commuter Connections Information regarding local resources on community website Parking spaces will not be sold with individual units. Parking hang tags will be issued by the condo board
Monitoring and	 TDM Coordinator duties assigned to the association vice-president
Enforcement	 Annual survey to assess transportation
	 Periodic check-in (3-4 years) with the City for updates on options and information

Shared car provided for carpooling

We are not able to commit to a shared electric car since it is not clear that there would be enough demand to warrant the high, ongoing per unit cost, but we are considering it.

Cart provided for loading/unloading

A cart capable of holding two passengers plus a carry-all space will be provided so that owners have a convenient way to transport items (groceries, suitcases, etc.) from cars to cottages.

Shared bicycles and bike cage provided

A secure bike cage holding four (4) shared bicycles will be provided when units are occupied to encourage their use as an alternative to automobiles.

Information kiosk in the community house with information on transit options, bike routes, and walking routes; as well as contact information for Commuter Connections

In addition to such information available in the common house, the same materials plus possible links to relevant resources will be available on the community's website.

Parking spaces will not be sold with individual units. Parking hang tags will be issued by the condo board and monitored by all residents.

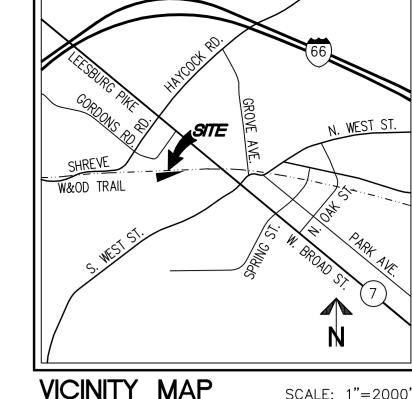
TDM Coordinator duties assigned to the association vice president.

- Order repairs for the co-owned vehicle (if needed), cart, bicycles, etc.
- Maintain the information kiosk and website updates regarding transportation
- Be available to discuss local travel options with residents
- Monitor the usage of the plan and enforce rules where necessary

RAILROAD COTTAGES

RPC #S 52-102-030, 52-102-031, 52-102-032 CITY OF FALLS CHURCH, VIRGINIA

CONCEPTUAL DEVELOPMENT PLAN



SCALE: 1"=2000

- I. THE PROPERTIES SHOWN HEREON ARE IDENTIFIED BY THE CITY OF FALLS CHURCH AS REAL PROPERTY CODE (RPC) NUMBERS: 52-102-030, 52-102-031, AND 52-102-032 AND ARE ZONED R-1A.
- 2. THE PROPERTIES SHOWN HEREON, CONSISTING OF LOTS 4 AND 5, LUCINDA GASKINS PARTITION AS RECORDED IN DEED BOOK S-6 AT PAGE 221, ARE NOW IN THE NAME OF RAILROAD, LLC AS RECORDED IN INSTRUMENT NUMBER 20160100014925 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
- 3. THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED SHOWS ONLY THOSE IMPROVEMENTS THAT ARE OBSERVABLE AND CAN BE LOCATED USING NORMAL SURVEY METHODS. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, MISS UTILITY MARKINGS AND EXISTING RECORDS. THERE ARE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE UNDERGROUND UTILITIES HAVE NOT BEEN PHYSICALLY LOCATED.
- 5. TOTAL AREA OF THE PROPERTY IS 54,425 SQUARE FEET OR 1.2494 ACRES.
- 6. THIS PLAT IS BASED ON A FIELD SURVEY BY THIS FIRM PERFORMED ON 8/25/2016.
- 7. THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR THE CITY OF FALLS CHURCH, VIRGINIA, MAP NUMBER 5100540001C, REVISED JULY 16, 2004, DESIGNATES THE PROPERTY AS BEING IN ZONE X, "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
- 8. EASEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS, SHOWN AND/OR NOTED ARE PER THE TITLE REPORT ISSUED BY EKKO TITLE, FILE M-1605002, DATED BY DAVIS TITLE SERVICES JUNE 2, 2016.
- 9. THE SITE SHOWN HEREON IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AS COMPUTED FROM A FIELD RUN VERTICAL CONTROL SURVEY AND IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983, [NAD 83(2011) (EPOCH:2010.0000)] AS COMPUTED FROM A FIELD RUN BOUNDARY AND HORIZONTAL CONTROL SURVEY THAT TIES THIS SUBDIVISION BOUNDARY AND THE BENCHMARK(S SHOWN TO NOAA/NGS MONUMENT PID NUMBER DH7960 LOYB; LOYOLA B COOP CORS ARP. THE COMBINED FACTOR APPLIED TO THE FIELD DISTANCES TO DERIVE THE REFERENCED COORDINATES IS 0.99994791. THE FOOT DEFINITION USED FOR CONVERSION OF THE MONUMENT COORDINATES AND IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT. CONTOUR INTERVAL IS TWO FEET.
- IO. THIS SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF, JAMES A. MADISON, JR., L.S., FROM AN ACTUAL | X | GROUND OR | AIRBORNE SURVEY MADE UNDER MY SUPERVISION; THAT THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON AUGUST 25, 2016; AND THAT THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
- II. THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE YOUNG GROUP (BOB YOUNG)
- 12. THE PROPERTY IS SUBJECT TO AN AGREEMENT WITH VEPCO RECORDED IN DEED BOOK 1181 AT PAGE 329.
- 13. THERE ARE NO BUILDINGS ON THIS SITE. THERE WERE NO ADDRESSES POSTED CITY OF FALLS CHRUCH RECORDS SHOW LOT 5 AS HAVING AN ADDRESS OF 1006 RAILROAD AVENUE.

ZONING TABULATION

EXISTING ZONE: R-1A PROPOSED ZONE: R-1A EXISTING SITE AREA: 54,425 SF OR 1.2494 ACRES

PROPOSED SPECIAL EXCEPTION DEVELOPMENT FOR COTTAGE HOUSING IN ACCORDANCE WITH ZONING ORDINANCE SECTION 48-241(a):

MA	AX. BUILDING HT.	25 FT. 1 1/2 STORIES	SEE BELOW FOR BUILDING HEIGHT PROVIDE 1 1/2 STORIES
MII	N. YARD REQUIREMENTS:		
	FRONT (RAILROAD AVENUE)	20 FT.	±20 FT.
	SIDE (WESTERN PROPERTY)	15 FT.	±59.1 FT.
	REAR (SOUTHERN PROPERTY)	20 FT.	±20 FT.

DENSITY REQUIREMENTS

UNIT 2 - TINNER

DWELLING UNITS

54,425 / 10,000 = 5.44 * 2 = 10.89 MAXIMUM 10 UNITS ALLOWED PROPOSED 10 UNITS PROVIDED

SPECIAL EXCEPTION

1. SPECIAL EXCEPTION REQUESTED FOR DEVELOPMENT OF COTTAGE HOUSING PER ZONING ORDINANCE SECTION 48-241(a).

WAIVERS REQUEST (FOR INFORMATION ONLY; TO BE REVIEWED AND APPROVED DURING SITE PLAN)

1. LANDSCAPE WAIVERS:

NORTHERN PROPERTY LINE 48-1183.2.a ±232 LF 20' BUFFER TYPE A REDUCE REQUIRED PLANTING DENSITY TO THAT SHOWN ON SHEET P-0402.

SOUTHERN PROPERTY LINE 48-1183.2.a ±600 LF 10' BUFFER TYPE A

REDUCE REQUIRED PLANTING DENSITY TO THAT SHOWN ON SHEET P-0402.

WESTERN PROPERTY LINE48-1183.2.a ±185 LF 10' BUFFER TYPE A

REDUCE REQUIRED PLANTING DENSITY TO THAT SHOWN ON SHEET P-0402.

SEE SHEET P-0402 FOR MORE INFORMATION.

MODIFICATIONS REQUEST (FOR APPROVAL BY CITY COUNCIL DURING SPECIAL EXCEPTION) PURSUANT TO SECTION 48-241(b):

REQUEST TO MODIFY REQUIREMENT SECTION 48-241(a)(14)a. TO ALLOW AN 8' WIDE DRIVE AISLE AND PARKING ALONG THE NORTHERN BUFFER ADJACENT TO RAILROAD AVENUE AS SHOWN ON THE CDP.

LANDSCAPE NOTES

- 1. THE PROPOSED LANDSCAPING AREAS WILL BE DESIGNED UTILIZING APPROPRIATE SPECIES, SOILS, AND IRRIGATION MEASURES TO MAXIMIZE THE OPPORTUNITY FOR HEALTHY PLANTINGS.
- 2. THE APPLICANT WILL WORK WITH THE CITY ARBORIST TO DESIGN A LANDSCAPE PLAN THAT UTILIZES NATIVE TREES, SHRUBS, PERENNIALS AND GRASSES.

PARKING TABULATION

PARKING REQUIRED: 1.25 SPACES PER UNIT 10 UNITS X 1.25 = 12.5

13 SPACES REQUIRED 13 SPACES PROVIDED

BUILDING HEIGHT CALCULATION

UNIT 1 - TINNER

EXISTING	PROPOSED								
352.60	353.00	352.40	352.80	347.34	347.50	348.23	348.70	348.79	349.70
352.71	353.00	352.80	353.00	346.63	346.50	347.81	348.00	348.24	349.00
350.98	351.50	350.95	351.50	346.92	346.90	347.49	347.50	347.72	348.20
350.98	351.80	350.99	351.50	347.34	347.30	347.58	348.00	348.30	348.60
351.81	352.32	351.78	352.20	347.05	347.05	347.77	348.05	348.26	348.87
LOWEST AVG.		LOWEST AVG.		LOWEST AVG.		LOWEST AVG.		LOWEST AVG.	
GRADE	351.81	GRADE	351.78	GRADE	347.05	GRADE	347.77	GRADE	348.26
MAX. BLDG. HT	376.81	MAX. BLDG. HT	376.78	MAX. BLDG. HT	372.05	MAX. BLDG. HT	372.77	MAX. BLDG. HT	373.26
FF	353.5	FF	353.5	FF	349.5	FF	350	FF	351
BLDG. HT FROM FF	20.94'	BLDG. HT FROM FF	20.94'	BLDG. HT FROM FF	20.94'	BLDG. HT FROM FF	21.38'	BLDG. HT FROM FF	21.38'
BLDG. HT.	20.94	BLDG. HT.	20.94	BLDG. HT.	20.94	BLDG. HT.	21.56	BLDG. HT.	21.56
ELEVATION	374.44'	ELEVATION	374.44'	ELEVATION	370.44'	ELEVATION	371.38'	ELEVATION	372.38'
TOTAL BUILDING HEIGHT	22.63'	TOTAL BUILDING HEIGHT	22.66'	TOTAL BUILDING HEIGHT	23.39'	TOTAL BUILDING HEIGHT	23.61'	TOTAL BUILDING HEIGHT	24.12'
UNIT 6 - WHITNEY		UNIT 7 - WHITNEY		UNIT 8 - WHITNEY		UNIT 9 - WHITNEY		UNIT 10 - WHITNEY	
EXISTING	PROPOSED								
350.72	350.72	350.91	351.40	350.59	351.30	350.07	351.00	349.00	351.00
349.50	350.00	351.09	351.60	350.93	351.40	350.41	351.30	349.85	351.00
348.60	349.00	349.59	349.80	348.31	349.80	348.31	349.50	347.84	349.50
349.41	349.90	349.88	349.80	348.22	349.80	348.22	349.80	347.96	350.00
349.55	349.90	350.36	350.65	349.51	350.57	349.25	350.40	348.66	350.37
LOWEST AVG.		LOWEST AVG.		LOWEST AVG.		LOWEST AVG.		LOWEST AVG.	
GRADE	349.55	GRADE	350.36	GRADE	349.51	GRADE	349.25	GRADE	348.66
MAX. BLDG. HT	374.55	MAX. BLDG. HT	375.36	MAX. BLDG. HT	374.51	MAX. BLDG. HT	374.25	MAX. BLDG. HT	373.66
FF	352	FF	352.5	FF	353	FF	352.8	FF	352.2
BLDG. HT FROM		BLDG. HT FROM		BLDG. HT FROM		BLDG. HT FROM		BLDG. HT FROM	
FF	21.38'								
BLDG. HT.		BLDG. HT.		BLDG. HT.		BLDG. HT.		BLDG. HT.	
ELEVATION	373.38'	ELEVATION	373.88'	ELEVATION	374.38'	ELEVATION	374.18'	ELEVATION	373.58'
TOTAL BUILDING HEIGHT	23.83'	TOTAL BUILDING HEIGHT	23.52'	TOTAL BUILDING HEIGHT	24.87'	TOTAL BUILDING HEIGHT	24.93'	TOTAL BUILDING HEIGHT	24.92'

COMMON HOUSE	
EXISTING	PROPOSED
352.53	352.50
352.24	352.10
351.14	351.90
351.88	351.80
351.94	352.07
LOWEST AVG.	
GRADE	351.94
MAX. BLDG. HT	376.94
FF	353
BLDG. HT FROM	
FF	21.04'
BLDG. HT.	
ELEVATION	374.04'
TOTAL BUILDING	
HEIGHT	22.10'

UNIT 5 - WHITNEY

COVER SHEET P-0301

SHEET INDEX

EXISTING CONDITIONS CONCEPTUAL DEVELOPMENT PLAN

CONCEPTUAL LANDSCAPE PLAN FIRE MARSHAL & OFFSITE RAILROAD AVENUE IMPROVEMENTS PLAN

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SHEET: **P-0101**

